

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

CHRISTOPHER C JOHNSON.,

Case No: 3:25-cv-05629- TMC

Plaintiff,

COMPLAINT

VS.

HOFFENMER INC.,

Defendant.

Jury Trial: Yes

INTRODUCTION

1. This is a civil action for actual, and statutory damages and cost brought by Christopher C. Johnson hereinafter, (“Plaintiff”) an individual consumer, against defendant, HOFFENMER, INC., hereinafter (“Defendant”) for violations of the Telephone Consumer Protection Act (TCPA), 47 U.S.C. § 227, as well as Washington State Consumer Protection Statutes, RCW 19.190.060 and RCW 19.86.020.

2. The Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227, was enacted by Congress in 1991 to protect the privacy rights of individuals and curb the explosive growth of unsolicited robocalls and automated text messages. As mobile communication became central to

1 modern life, Congress recognized the need to limit invasive practices by telemarketers and
2 businesses using automated systems without proper consent. Similarly, Washington State
3 adopted parallel protections through the Washington Consumer Electronic Mail Act (RCW
4 19.190), designed to shield Washington residents from deceptive, unsolicited, or harassing
5 electronic communications. Despite these clear federal and state mandates, Defendant Hoffenmer
6 Inc. knowingly and repeatedly contacted Plaintiff via automated text messages—even after
7 Plaintiff explicitly revoked consent by replying “STOP.” Defendant’s continued communications
8 demonstrate not only a violation of law, but a willful and reckless disregard for Plaintiff’s legal
9 rights and privacy.

10 11 12 **BASIS OF JURISDICTION**

13 3. Jurisdiction of this court arises under 28 U.S. C § 1331.
14

15 4. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) as the Defendant
16 regularly transacts business in this District and the conduct giving rise to this action occurred in
17 substantial part within this District.
18

19 5. This Court also has supplemental jurisdiction over Plaintiff’s state law claims pursuant
20 to 28 U.S.C. § 1367, as those claims are so related to the federal claims that they form part of the
21 same case or controversy.
22

23 **PARTIES**

24

1 6. Plaintiff Christopher C. Johnson is a natural person and a resident of Puyallup,
2 Washington.

3
4 7. Defendant HOFFENMER INC. is an Illinois corporation which may be served through
5 its registered agent PRO TAXES AND ACCOUNTING P.C. 7324 W LAWRENCE AVE
6 HARWOOD HEIGHTS, IL 60706-3504.

7
8 **FACTUAL ALLEGATIONS**

9 8. On or around March 19, 2024, Defendant began sending Plaintiff commercial text
10 messages to Plaintiffs Cellular Telephone number ending in 2202 promoting DOT compliance
11 services, including messages referencing regulations and linking to websites such as
12 dotpolicy.us, dotrst.us, and dotmvr.us

13
14 9. On multiple occasions, including but not limited to March 19, 2024, May 21, 2024,
15 and November 13, 2024, Plaintiff replied with the word "**STOP**" to revoke any prior consent.

16
17 10. Despite these STOP requests, Defendant continued to send text messages on at least
18 eleven occasions, as detailed in **Exhibit A** attached hereto.

19
20 11. The content of these messages included aggressive compliance warnings, regulatory
21 citations, threats of fines, and hyperlinks directing Plaintiff to commercial sites. These messages
22 were sent using automated messaging technology and without Plaintiff's consent.

1 12. Screenshots of these messages are attached hereto as **Exhibit B** demonstrating the
2 ongoing pattern of unsolicited willful and unlawful contact.

3
4 13. Defendant acknowledged unsubscription more than once, stating, "You are no longer
5 subscribed to Hoffenmer reminders/notifications," and yet continued sending marketing
6 messages anyway.

7
8 14. Plaintiff is the regular user of the 2202 Number that received the above text
9 messages.

10
11 15. Plaintiff utilizes the cellular telephone number that received Defendant's
12 calls for personal purposes and the number is Plaintiff's residential telephone line and
13 primary means of reaching Plaintiff at home.

14
15 16. Upon information and belief, Defendant maintains and/or has access to
16 outbound transmission reports for all text messages sent advertising/promoting its
17 services and goods. These reports show the dates, times, target telephone numbers, and
18 content of each message sent to Plaintiff.

19
20 17. Defendant's failure to honor opt-out requests demonstrates that Defendant
21 does not (1) maintain written policies and procedures regarding its text messaging
22 marketing; (2) provide training to its personnel engaged in telemarketing; and/or (3)
23 maintain a standalone do-not-call list.

1 18. Defendant's conduct demonstrates a willful and knowing disregard for Plaintiff's
2 rights under the TCPA and Washington State law.

3
4 19. Defendant's text message spam caused Plaintiff harm, including violations of his
5 statutory rights, trespass, annoyance, nuisance, invasion of their privacy, and intrusion upon
6 seclusion. Defendant's text messages also occupied storage space on Plaintiff's telephone.

7
8 20. Plaintiff has Article III standing to bring this action. Plaintiff suffered a concrete and
9 particularized injury in fact when Defendant repeatedly sent unwanted, non-consensual text
10 messages to Plaintiff's personal cell phone after Plaintiff revoked consent by replying "STOP."

11
12 21. This invasion of privacy constitutes a legally recognized injury under the TCPA and
13 has been recognized as sufficient for standing by courts including the Ninth Circuit in *Van Patten*
14 *v. Vertical Fitness Group*, 847 F.3d 1037 (9th Cir. 2017).

15
16 22. Defendant's conduct is fairly traceable to the injury suffered by Plaintiff, as each
17 message was sent directly by or on behalf of Defendant to Plaintiff.

18
19 23. This Court has the authority to redress Plaintiff's injury through statutory damages
20 and injunctive relief as authorized by the TCPA and Washington State law.

21
22
23
24 **COUNT 1 VIOLATION OF 47 U.S.C. § 227(c) and 47 C.F.R. § 64.1200(d)**

1 24. Plaintiff incorporates all preceding paragraphs as if fully set forth herein.

2
3 25. In pertinent part, 47 C.F.R. § 64.1200(d) provides:

4 No person or entity shall initiate any call for telemarketing
5 purposes to a residential telephone subscriber unless such
6 person or entity has instituted procedures for maintaining
7 a list of persons who request not to receive telemarketing
8 calls made by or on behalf of that person or entity. The procedures instituted must meet
9 the following minimum standards:

10 (1) Written policy. Persons or entities making calls for
11 telemarketing purposes must have a written policy,
12 available upon demand, for maintaining a do-not-call list.

13 (2) Training of personnel engaged in telemarketing.

14 Personnel engaged in any aspect of telemarketing must be
15 informed and trained in the existence and use of the donot-call list.

16 (3) Recording, disclosure of do-not-call requests. If a person
17 or entity making a call for telemarketing purposes (or on
18 whose behalf such a call is made) receives a request from a
19 residential telephone subscriber not to receive calls from that
20 person or entity, the person or entity must record the request
21 and place the subscriber's name, if provided, and telephone
22 number on the do-not-call list at the time the request is made.

23 Persons or entities making calls for telemarketing purposes
24 (or on whose behalf such calls are made) must honor a

1 residential subscriber's do-not-call request within a
2 reasonable time from the date such request is made. This
3 period may not exceed thirty days from the date of such
4 request. If such requests are recorded or maintained by a
5 party other than the person or entity on whose behalf the
6 telemarketing call is made, the person or entity on whose
7 behalf the telemarketing call is made will be liable for any
8 failures to honor the do-not-call request. A person or entity
9 making a call for telemarketing purposes must obtain
10 a consumer's prior express permission to share or forward
11 the consumer's request not to be called to a party other than
12 the person or entity on whose behalf a telemarketing call is
13 made or an affiliated entity.

14
15
16 26. Under 47 C.F.R. § 64.1200(e), the rules set forth in 47 C.F.R. § 64.1200(d)
17 are applicable to any person or entity making telemarketing calls or texts to wireless telephone
18 numbers.

19
20 27. Plaintiff revoked any consent they may have previously provided Defendant by
21 replying with a "stop" or similar opt-out instruction in response to Defendant's text messages.
22
23
24

1 28. Plaintiff terminated any business relationship he may have previously had with
2 Defendant by replying with a “stop” or similar opt-out instruction in response to Defendant’s text
3 messages. See 47 C.F.R. § 64.1200(f)(5)(i). (A consumer’s “seller-specific do-not-call request * *
4 * terminates an established business relationship for purposes of telemarketing and telephone
5 solicitation even if the subscriber continues to do business with the seller.”).

6
7 29. Defendant failed to honor Plaintiff and the Internal Do Not Call Class
8 members opt-out requests.

9
10 30. Defendant’s refusal to honor opt-out requests is indicative of Defendant’s failure to
11 implement a written policy for maintaining a do-not-call list and to train its personnel engaged in
12 telemarketing on the existence and use of the do-not-call-list.

13
14 31. Thus, Defendant has violated 47 C.F.R. § 64.1200(d).

15
16 32. Pursuant to section 227(c)(5) of the TCPA, Plaintiff is entitled to an award of \$500.00 in
17 statutory damages, for each and every negligent violation.

18
19 33. As a result of Defendant’s knowing or willful conduct, Plaintiff is entitled to an award of
20 \$1,500.00 in statutory damages per violation.

21
22
23 34. Plaintiff is entitled to and seek injunctive relief prohibiting Defendant’s illegal conduct in
24 the future, pursuant to section 227(c)(5).

COUNT II: VIOLATION OF RCW 19.190.060 (Washington CEMA)

35. Plaintiff re-alleges and incorporates by reference all preceding paragraphs of this Complaint as though fully set forth herein.

36. Defendant sent multiple unsolicited commercial text messages to Plaintiff, a Washington resident without express consent, and after Plaintiff opted out.

37. Pursuant to RCW 19.190.090(1), Plaintiff is entitled to bring a civil action to enjoin further violations of RCW 19.190 and to recover statutory damages of up to \$500 per violation, or actual damages, whichever is greater.

38. RCW 19.190.100 further provides that such violations constitute unfair or deceptive acts or practices under the Washington Consumer Protection Act (RCW 19.86), giving rise to additional remedies.

**COUNT III: VIOLATION OF THE WASHINGTON CONSUMER PROTECTION ACT
(RCW 19.86.020)**

39. Plaintiff re-alleges and incorporates all preceding paragraphs.

40. Defendant sent multiple unsolicited commercial text messages to Plaintiff, a Washington resident without express consent, and after Plaintiff opted out. This action by the Defendant

1 constitutes an unfair or deceptive act or practice in the conduct of trade or commerce, violating
2 RCW 19.86.020.

3
4 41. The violation impacts public interest as it deprives Washington consumers of legal
5 protection and transparency over their credit information.

6
7 42. Plaintiff was injured in his property and legal interests, including loss of time, mailing
8 costs, interference with credit management, and denial of legal rights, and cost to bring this
9 action.

10
11 43. Plaintiff is entitled to actual damages and treble damages, under RCW 19.86.090.

12
13 **JURY DEMAND AND PRAYER FOR RELIEF**

14
15 Wherefore, Plaintiff Christopher C. Johnson, respectfully demands a jury trial and
16 request that judgment be entered in favor of the Plaintiff against the Defendants for:

- 17
18
19 1. Statutory damages under 47 C.F.R. § 64.1200(d)(3) for Defendant's failure to honor
20 Plaintiff's internal do-not-call requests, in the amount of \$500–\$1,500 per violation;
21 2. Statutory damages under RCW 19.190.090, up to \$500 per violation, or actual
22 damages, whichever is greater, for each unsolicited commercial electronic text
23 message sent in violation of Washington law.
24 3. Treble damages and consumer protection penalties under RCW 19.190.100 and RCW
19.86.090, for unfair or deceptive acts in trade or commerce;

4. Such other and further relief as the Court deems just and proper.

CERTIFICATION AND CLOSING

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically, so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date: 7/20/2025



Christopher C Johnson
5613 121st Street Court E #1
Puyallup, WA 98373
cejay80@gmail.com

EXHIBIT A: Affidavit of Christopher Charles Johnson

I, Christopher Charles Johnson, declare under penalty of perjury under the laws of the United States of America and the State of Washington that the following is true and correct to the best of my knowledge and belief:

1. I am over the age of 18 and competent to testify to the matters stated herein.
2. I am the Plaintiff in this action and a resident of Washington State.
3. Beginning in March 2024, I began receiving numerous unsolicited commercial text messages from Defendant Hoffenmer Inc.
4. On multiple occasions, including but not limited to March 2024 and November 2024, I replied to these text messages with the word "STOP" to revoke any alleged consent to receive further communications.
5. Despite my repeated STOP requests, the Defendant continued to send me text messages promoting their services.
6. These messages were not only unsolicited but also sent after clear revocation of consent, in violation of the TCPA (47 U.S.C. § 227), RCW 19.190
7. The following is a log of the text messages I received after revoking consent:

Exhibit A – Message Log

#	Date & Time	Message Summary
1	Mar 19, 2024 – 7:27 AM	DOT Safety Policy warning with marketing link
2	May 21, 2024 – 12:27 PM	Urgent DOT update ('9 days left')
3	Aug 6, 2024 – 12:24 PM	Past Due Biennial Update Notice
4	Nov 13, 2024 – 10:11 AM	RST Certification marketing message
5	Nov 13, 2024 – 11:34 AM	Message after STOP - Compliance officer contact
6	Nov 13, 2024 – 12:41 PM	Follow-up re: compliance

		despite opt-out
7	Mar 28, 2025 – 10:23 AM	Biennial Update warning - penalties for late filing
8	Mar 28, 2025 – 11:24 AM	Follow-up message confirming contact after STOP
9	June 16, 2025 – 8:20 AM	MVR Reports due message w/ phone and web link
10	July 15, 2025 – 8:44 AM	Second Past Due Notice + compliance warning
11	July 15, 2025 – 9:57 AM	STOP confirmation but includes marketing text

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 10th day of July, 2025.

Signature: 

Printed Name: Christopher Charles Johnson

EXHIBIT B

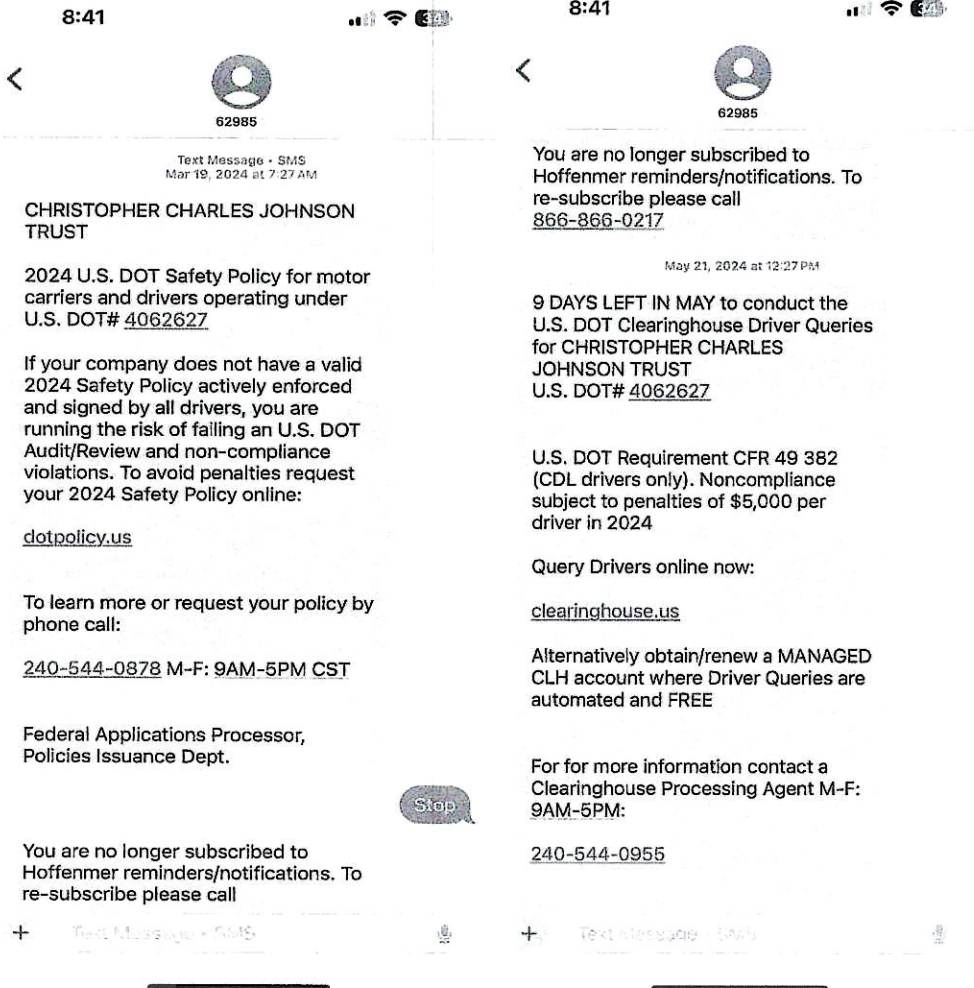


EXHIBIT B

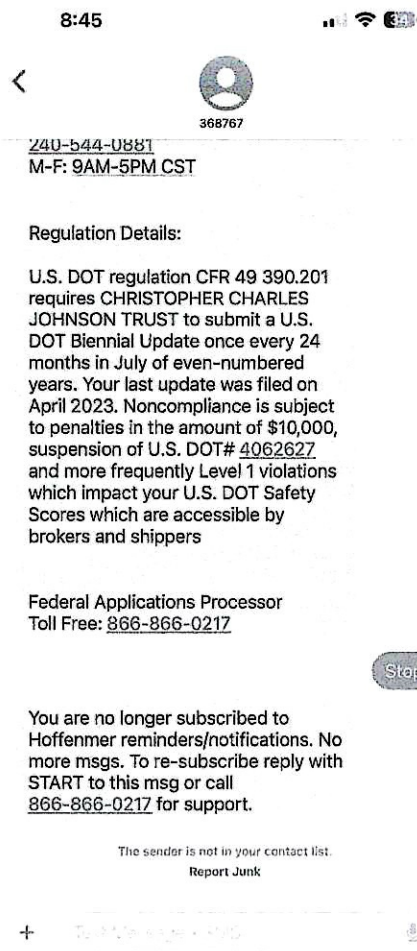
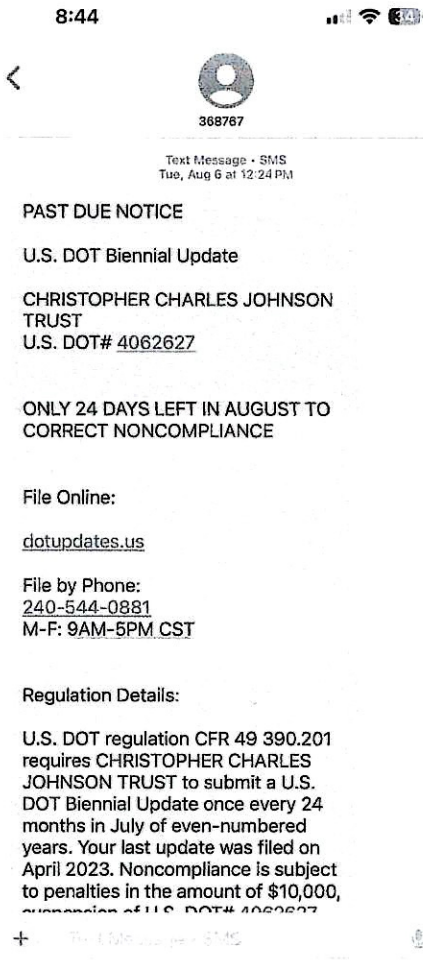


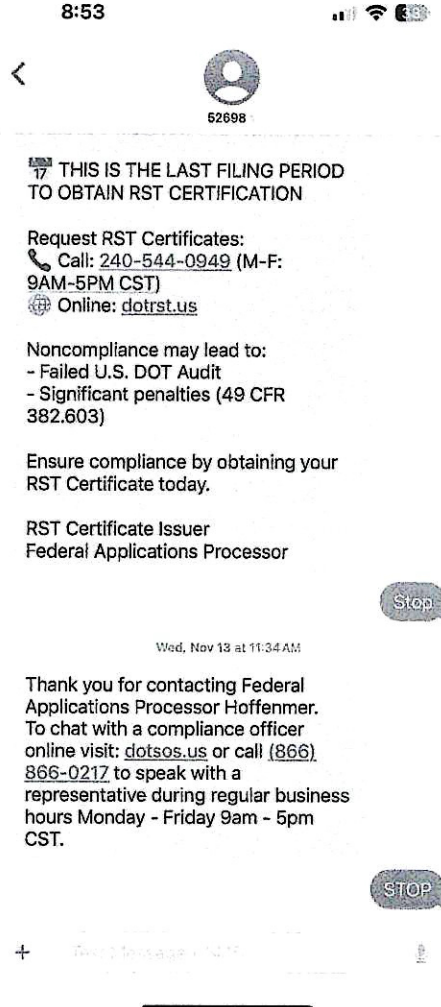
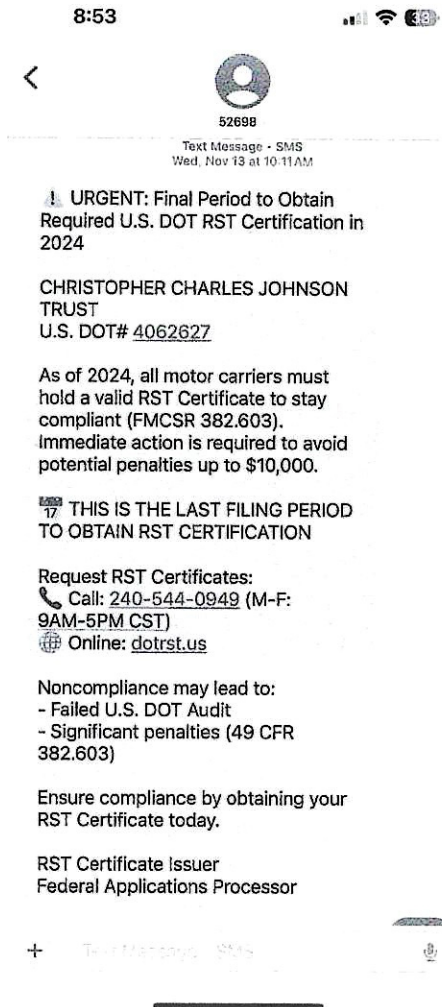
EXHIBIT B

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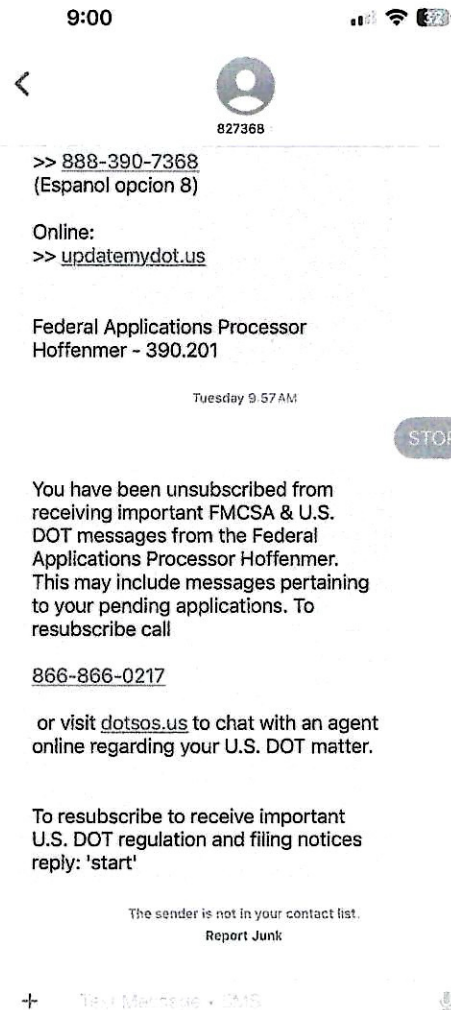
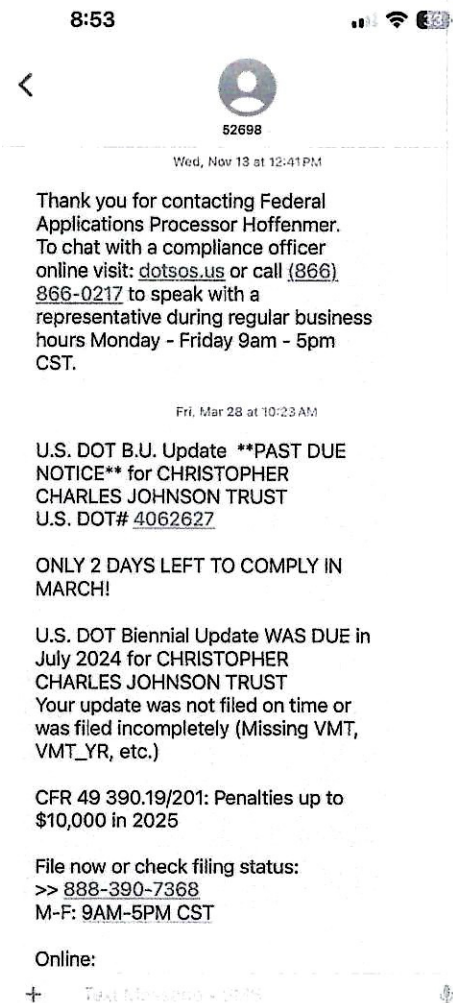


EXHIBIT B

